REMARKS

Claims **1-29** are pending in the application.

Claims **1-29** stand rejected.

Claims **1, 5-8, 12, 17-19, 21, 24-26,** and **29** have been amended.

Telephone Interview

The undersigned wishes to acknowledge the telephone interview conducted on March 10, 2006, and to thank Examiner Elallam for his insight and for affording the undersigned an opportunity to discuss Applicant's invention. The undersigned believes that the remarks in this paper are in harmony with the positions expressed during the interview.

Formal Matters

The Office action states, "Applicant did not show support in the specification with regard to the first node, second node and mesh node. Does the first node is [sic] the source node, and the second node a destination node, and what is meant by a mesh node in accordance with the specification. Applicant is kindly required to clarify this [sic] added elements in the independent claims in response to this office action." Page 13, line 20 to page 14, line 2.

As discussed during the telephone interview, the amendments to claim 1 provide additional clarity with respect to "what is meant by a mesh node in accordance with the specification." Applicant also notes that the mesh network configuration shown in Fig. 3 and the corresponding discussion in the specification (page 15, line 22 to page 16, line 22) provide support for the amendments to the claims.

Rejection of Claims under 35 U.S.C. § 103: Claims 1-6 and 8

Claims 1-6, and 8 stand rejected under 35 U.S.C §103(a) as being unpatentable over Lu, U.S. Patent No. 5,412,652 (Lu) in view of Takatori et al., U.S. Patent No. 5,550,805 (Takatori) and further in view of Swinkels et al., U.S. Patent 6,795,394 (Swinkels). Applicant respectfully submits that claim 1, as amended, clearly distinguishes over the cited references. Claim 1 recites, in part,

> restoring transmission of the protect channel data on an alternate channel other than the protect channel by applying a mesh restoration protocol to the communications network, wherein the alternate channel transmits the protect channel data from a first node to a second node via a mesh node, a first network comprises the first and second nodes, the mesh node is in a network other than the first network, and the network other than the first network is a second network.

The cited references, taken alone or in any permissible combination, fail to show, teach or suggest "restoring transmission of the protect channel data on an alternate channel [that] transmits the protect channel data from a first node to a second node via a mesh node [wherein] a first network comprises the first and second nodes, [and] the mesh node is in a network other than the first network," as recited in claim 1.

Both Lu and Takatori fail to teach restoring the transmitting of protect channel data on an alternate channel. The Office action notes that "Lu in view of Takatori do [sic] not disclose the transmittal of the protect channel data on a channel other than the protect channel." Page 3, lines 18-19. Therefore, neither Lu nor Takatori could be expected to, and in fact do not, show or teach transmitting the protect channel data from a first node to a second node via a mesh node, the first and second nodes being included in a network that excludes the mesh node.

Swinkels does not remedy the deficiencies of Lu and Takatori. While Swinkels discusses a mesh arrangement of protection paths, Swinkels does not disclose the features recited in claim

1. The Office action cites two places where Swinkels discusses a mesh arrangement of protection paths, and neither shows or teaches transmitting protect channel data from a first node to a second node via a mesh node, the first and second nodes being included in a network that does not include the mesh node.

First, in column 4, lines 1-4, Swinkels states, "Preferably, the protection paths are arranged in a mesh. This may enable more of the extra traffic to be protected so the efficiency can be improved, though at the expense of more complexity." Simply disclosing that protection paths are arranged in a mesh, as Swinkels does in column 4, lines 1-4, does not show, teach or suggest "restoring transmission of the protect channel data on an alternate channel [that] transmits the protect channel data from a first node to a second node via a mesh node [wherein] a first network comprises the first and second nodes, [and] the mesh node is in a network other than the first network," as recited in claim 1.

Second, in column 8, line 63 to column 9, line 7, Swinkels states, "FIG. 10 shows another embodiment in which the alternative path is provided by a mesh of protection paths ... [T]he mesh of protection paths introduces more complexity since each node needs to make routing decisions for the protected extra traffic." However, Fig. 10 does not show a network that includes first and second nodes and does not include a mesh node. Furthermore, in FIG. 10, the protection paths are arranged such that each node of the ring network is directly connected to every other node of the ring network. Thus, data that is transmitted from a first node to a second node might be transmitted directly from the first node to the second node, but would not be transmitted via a mesh node that is in a network other than the ring network..

Accordingly, Applicant submits that claim 1 clearly distinguishes over Lu in view of Takatori and Swinkels. Applicant therefore submits that independent claim 1, as well as claims

- 10 -

2-6 and 8, which depend from claim 1, are allowable for at least the foregoing reasons. Thus, Applicant requests withdrawal of the rejections based upon 35 U.S.C. §103(a). Applicant respectfully submits that claims 1-6 and 8 are in condition for allowance.

Rejection of Claims under 35 U.S.C. § 103: Claim 7

Claim 7 stands rejected under 35 U.S.C §103(a) as being unpatentable over Lu, U.S. Patent No. 5,412,652 (Lu) in view of Takatori et al., U.S. Patent No. 5,550,805 (Takatori) and further in view of Swinkels et al., U.S. Patent 6,795,394 (Swinkels) and further in view of Shah, et al., U.S. Patent No. 5,646,936 (Shah). Applicant notes that claim 7 depends from claim 1 and is allowable for at least the same reasons that claim 1 is allowable.

Rejection of Claims under 35 U.S.C. § 103: Claims 9-11

Claims 9-11 stand rejected under 35 U.S.C §103(a) as being unpatentable over Lu, U.S. Patent No. 5,412,652 (Lu) in view of Takatori et al., U.S. Patent No. 5,550,805 (Takatori) and further in view of Swinkels et al., U.S. Patent 6,795,394 (Swinkels) and further in view of Shioda, et al., U.S. Patent No. 5,537,393 (Shioda). Applicant notes that claims 9-11 depend from claim 1 and are allowable for at least the same reasons that claim 1 is allowable.

Rejection of Claims under 35 U.S.C. § 103: Claims 12-18, 20-25, and 27-29

Claims 12-18, 20-25 and 27-29 stand rejected under 35 U.S.C §103(a) as being unpatentable over Shioda, et al., U.S. Patent No. 5,537,393 (Shioda) in view of Takatori et al., U.S. Patent No. 5,550,805 (Takatori) and further in view of Swinkels et al., U.S. Patent 6,795,394 (Swinkels).

Claims 12 is amended to recite "restoration of protect channel data ... by transmitting the protect channel data from a first node to a second node via a mesh node, [wherein] a first

- 11 -

network comprises the first and second nodes, [and] the mesh node is in a network other than the first network." Any permissible combination of the cited references fails to show, teach, or suggest this feature of claim 12.

Both Shioda and Takatori clearly fail to teach restoring the transmitting of protect channel data on an alternate channel. The Office action notes that "Shioda in view of Takatori do [sic] not disclose the transmittal of the protect channel data on a channel other than the protect channel." Page 8, line 22. Therefore, neither Shioda nor Takatori could be expected to, and in fact do not, show or teach transmitting the protect channel data from a first node to a second node via a mesh node, the first and second nodes being included in a network that does not include the mesh node. Furthermore, as noted in the discussion of claim 1, Swinkels does not teach restoration of protect channel data by transmitting the protect channel data from a first node to a second node via a mesh node wherein a network includes the first and second nodes and excludes the mesh node.

Therefore, claim 12 clearly distinguishes over Shioda in view of Takatori and Swinkels. Applicant submits that the foregoing arguments apply with equal force to claims 21 and 29. Applicant therefore submits that independent claims 12, 21, and 29, as well as claims 13-18, 20, 22-25, 27 and 28, which depend from claims 12 and 21, are allowable for at least the foregoing reasons. Thus, Applicant respectfully submits that claims 12-18, 20-25 and 27-29 are in condition for allowance.

Rejection of Claims under 35 U.S.C. § 103: Claims 19 and 26

Claims 19 and 26 stand rejected under 35 U.S.C §103(a) as being unpatentable over Shioda, et al., U.S. Patent No. 5,537,393 (Shioda) in view of Takatori et al., U.S. Patent No. 5,550,805 (Takatori) and further in view of Swinkels et al., U.S. Patent 6,795,394 (Swinkels) and

- 12 -

further in view of Shah, et al., U.S. Patent No. 5,646,936 (Shah). Applicant notes that claim 19 and 26 depend from claims 12 and 21; therefore, claim 19 and 26 are allowable for at least the same reasons that claims 12 and 21 are allowable.

CONCLUSION

In view of the amendments and remarks set forth herein, the application is believed to be in condition for allowance and a notice to that effect is solicited. Nonetheless, should any issues remain that might be subject to resolution through a telephonic interview, the Examiner is invited to telephone the undersigned at 512-439-5084.

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Mail Stop Amendment, COMMISSIONER FOR PATENTS, P. O. Box 1450, Alexandria, VA 22313-1450, on March 13, 2006.

_____ _____
(Agent for Applicant(s))   Date of Signature

Respectfully submitted,

Bryan K. Hanks
Agent for Applicant
Reg. No. 52,991
(512) 439-5084 [Phone]
(512) 439-5099 [Fax]

Serial No.: 09/676,743